

CR-2677-2013

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR-2677-2013 (O & M)

Date of Decision: 09.02.2016

Ravinder Singh

... Petitioner(s)

Versus

Kishan Singh

... Respondent(s)

**CORAM: HON'BLE MR. JUSTICE PARAMJEET SINGH
DHALIWAL**

- 1) Whether Reporters of the local papers may be allowed to see the judgment ?.
- 2) To be referred to the Reporters or not ?.
- 3) Whether the judgment should be reported in the Digest ?

Present: Mr. Aditya Jain, Advocate,
for the petitioner.

Mr. N.D.Achint, Advocate,
for the respondent.

Paramjeet Singh Dhaliwal, J. (Oral)

Instant civil revision has been filed under Article 227 of the Constitution of India for setting aside the order dated 14.03.2013 (Annexure P-3) passed by learned Additional Civil Judge (Sr. Divn.), Gurgaon whereby application filed by the petitioner for amendment of plaint has been dismissed.

Brief facts necessary for disposal of the present revision are to the effect that the petitioner-plaintiff filed suit for specific performance in respect of land measuring 2 kanals out of 82 kanals and 6 marlas, situated within the revenue estate of village Palra, Teshil and

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District Gurgaon. It is averred in plaint that receipt-cum-agreement was executed on 04.02.2006 and the respondent-defendant agreed to sell his land for sale consideration of ₹27,25,000/-. The petitioner paid the amount of ₹17 lacs as part payment to the respondent on 27.01.2006 and subsequently receipt-cum-agreement dated 04.02.2006 was executed, however, the same could not be incorporated in the plaint due to inadvertence. The petitioner moved application for substituting para no.3 of plaint by following para:

“That the defendant had agreed to sell and the plaintiff had agreed to purchase the land in question in favour of the plaintiff on 27.01.2006 and the plaintiff had made the payment of Rs.17,00,000/- same day i.e. 27.01.2006 as part sale consideration to the defendant in the presence of witnesses. Subsequently, in pursuance thereof, the plaintiff executed a receipt-cum-agreement dated 04.02.2006 whereby he admitted having already received Rs.17,00,000/- as part sale consideration from the plaintiff. The defendant agreed to execute and get registered the sale deed upto 31.03.2006. Stamp and registration charges were agreed to be borne by the plaintiff. It was specifically agreed that if the defendant failed to execute and get registered sale deed by the stipulated date, he will be liable to pay the loss suffered by the plaintiff.”

The said application has been dismissed by the trial Court vide impugned order dated 14.03.2013 (Anneuxre P-3). Hence, this revision.

I have heard learned counsel for the parties and perused the record.

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Admittedly, it is not mentioned in the impugned order as to which para and what type of amendment has been sought to be amended. It is also not mentioned that the amendment as sought is necessary or not for the just decision of the case. The impugned order apparently appears to be non-speaking and cryptic. As such, the impugned order dated 14.03.2013 (Annexure P-3) is set aside and matter is remanded to the trial Court with a direction to decide the application for amendment of plaint afresh in accordance with law.

Disposed of.

09.02.2016

parveen kumar

(Paramjeet Singh Dhaliwal)
Judge